PA-06.1: BID ADVERTISEMENT – TENDER BULLETIN FOR 80/20 POINT SCORING SYSTEM

Description:	Required at: *(Town Name)*	Bid No:	Advert & Closing:	Bids obtainable from:	Post or deliver bids to:
SERVICE DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER FOR MAINTENANCE TO FIRE DETECTION, SUPPERSION, PROTECTION SYSTEM AND ASSOCIATED EQUIPMENT FOR A PERIOD OF (6) MONTHS: WESTERN CAPE, SOUTHERN CAPE AREA **This bid will be evaluated in terms of the 80/20 scoring system This bid includes functionality which will be scored out of 100. Bidders must obtain a minimum of to be considered for further evaluation (price and preference)** Price: 80 Number of Points: 20 Contact for Bid information: **Name and Surname: Migcobo Booi** ***Tel no:: 021 402 2096*** ***Email:* Migcobo.Booi@dpw.gov.za** Technical Enquiries: **Project Manager's Name and Surname:** **Ms. Zukiswa Luvalo** **Tel no: 021 402 2425** **Cell no:067 414 7083** **Email: zukiswa.luvalo@dpw.gov.za**	CAPE TOWN	500H/076	***Advert Date: 08/06/2026*** ***Closing Date:*** ***23/06/2026*** ***at 11:00***	http://www.publicworks.gov.za/quotations.html	HAND DELIVERY: Reception area – ground floor at Customs House Building Cape Town. Quotations to be dropped in the Quotation box,

PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

Project title:	APPOINTMENT OF SERVICE PROVIDER FOR MAINTENANCE TO FIRE DETECTION, SUPPRESION, PROTECTION SYSTEM AND ASSOCIATED EQUIPMENT FOR A PERIOD OF (6) MONTHS: WESTERN CAPE, SOUTHERN, CAPE AREA

Quotation no:	500H/076	**Reference no:**	
Advertising date:	08/06/2026	**Closing date:**	23/06/2026
Closing time:	11:00am	**Validity period:**	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of ***2 SF*** *or higher, or* ***2 SF*** * or higher.
**Select tender value range and select class of construction works" or select "Not applicable" where only one class of construction works is applicable.*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of ***Not applicable Not applicable*** **PE** or higher, *or* ***Not applicable Not applicable*** **PE*** or higher.
**Select tender value range and select class of construction works" or select "Not applicable" where no or only one class of construction works is applicable.*

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒

Note 1: *Failure to meet minimum functionality score will result in the tenderer being disqualified.*

Functionality criteria[1]:	**Weighting factor:**
Total	**100 Points**

3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

[1]The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of

4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5	☒	~~Submission of DPW-09 (EC): Particulars of Tenderer's Projects.~~
6	☐	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	☐	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. **insert motivation why the tender clarification meeting is declared compulsory**
8	☐	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	☒	Submission of duly completed DPW-07 EC. Grand total on pricing schedule to be carried over to the DPW-07 EC. Failure to do so will result to the qoutation being disqualified. Pricing Schedule must be duly completed.
11	☒	The bidder must submit two (2) valid certified copies of SAQCC Fire registration cards and certified copies of the Identity Documents (ID)s of two technicians. The documents must be certified by a Commissioner of Oaths, and the certifications must not be older than six (6) months
12	☒	The bidder must attach a valid or active CIDB printout as proof of registration on CIDB. The required contractor grading designation is 2SF or higher.
13	☐	
14	☐	
15	☐	

4.2. Indicate administrative responsiveness requirements applicable for this tender.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request will disqualify the tender offer from further consideration.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☐	Submission of PA-16.1 (EC): Ownership Particulars
6	☐	Submission of documentation relating to **risk assessment criteria** as contained in C 2.1 of DPW-03 Tender Data.
7	☒	Submission of (PA 40): Declaration of Designated Groups.
8	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	☐	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	☐	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	☐	
14	☐	
15	☐	
16	☐	
17	☐	
18	☐	

4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below documents if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder <u>shall</u> result in the tenderer not allocated points for specific goals

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)

5.1. This bid will be evaluated according to the 80/20 Preference points scoring system:

6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

6.1 Technical risks:

Criterion 1: Experience on comparable projects during the past specify between 5 and 10 years.

The tendering Service Provider's experience on comparable projects during the past specify between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify between 5 and 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specifiy between 5 and 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;

4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

6.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

7. COLLECTION OF QUOTATION DOCUMENTS

☐ Quotation documents are available for collection during working hours

☐ Alternatively; quotation documents may be collected during working hours at the following address www.publicworks.gov.za. A non-refundable bid deposit of **R insert amount** payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

Venue:	(type in here the place or "N/A")		
Virtual meeting Link:	(type in here the place or "N/A")		
Date:	(type in here the date or "N/A")	Starting time:	(type in here the time or "N/A")

9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

DPWI Project Manager	Zukiswa Luvalo	**Telephone no:**	0214022425
Cellular phone no	0674147083	**Fax no:**	
E-mail	zukiswa.luvalo@dpw.gov.za		

9.2. SCM enquiries may be addressed to:

SCM Official	Migcobo Booi	**Telephone no:**	021 402 2096
Cellular phone no		**Fax no:**	
E-mail	migcobo.booi@dpw.gov.za		

10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X **Attention:** **Procurement section:** Room	**OR**	**Deposited in the tender box at:** Customs House Building Heerengracht,Foreshore Main entrance Ground floor

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	***APPOINTMENT OF SERVICE PROVIDER FOR MAINTENANCE TO FIRE DETECTION, SUPPRESION, PROTECTION SYSTEM AND ASSOCIATED EQUIPMENT FOR A PERIOD OF (6) MONTHS: WESTERN CAPE, SOUTHERN CAPE AREA***		
Tender / Quotation no:	500H/077	***Reference no:***	

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
APPOINTMENT OF SERVICE PROVIDER FOR MAINTENANCE TO FIRE DETECTION, SUPPRESION, PROTECTION SYSTEM AND ASSOCIATED EQUIPMENT FOR A PERIOD OF (6) MONTHS: CAPE TOWN BOLAND AREA

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES ("All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in figures) **R** .....

Rand (in words).....

.....

.....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer***.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Company or Close Corporation: .... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number.....	**OR**	Natural Person or Partnership: .... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: .... CSD supplier number.....

Tender / Quotation no: 500H/077

AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as:	**Note:** **A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.**

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ..... ☐
The official alternative ..... ☐
Own alternative (only if documentation makes provision therefore) ..... ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

Tender / Quotation no: 500H/077

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No. .....

Fax No .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Part C1 Agreement and contract data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of work
Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Tender / Quotation no: 500H/077

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

1.1.6. Subject:	
Detail:	

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

DESCRIPTION: FOR MAINTENANCE TO FIRE DETECTION, SUPPRESSION, PROTECTION SYSTEMS AND ASSOCIATED EQUIPMENT – SOUTHERN CAPE REGION

SCHEDULE ONE

	SCHEDULED RATES BASED ON MATERIAL, SPECIALIZED SERVICES AND HIRING OF EQUIPMENT/PLANT, LABOUR AND TRAVELLING COST	QUANTITY PER UNIT	RATE	TOTAL VAT EXCLUDED
1.	**MATERIAL**			
	The cost of items shall be deemed to be for material used and justified by means of supplier's invoice, after deduction of any discount and delivered on site. **The formula to be used will be: A + B = C** A= Non-fixed Provisional Quantity on material B= Percentage mark-up C= Total Costs			
		A	**B**	**C**
1.1	Percentage mark-up on items.	R 280,000.00	%	R

2	**SPECIALISED SERVICES**			
	The costs shall be deemed to be for specialised services outside the scope of work covered in this contract **The formula to be used will be : A + B = C** A= Non-fixed Provisional Quantity on material B= Percentage mark-up C= Total Costs			
		A	**B**	**C**
2.1	Percentage mark-up on claims	R 200,000.00	%	R
3	**LABOUR (NORMAL WORKING HOURS)**			
	The rates for labour will be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds etc., as well as for normal working hours, overtime, Sunday- and Holiday time, but excluding VAT. **The formula to be used will be : A x B = C** A= Non-fixed Provisional working hours B= labour rate per hour C= Total Costs			
		A	**B**	**C**
3.1	Qualified Artisan	500 Hours	R	R
3.2	Assistant/Semi Skilled	500 Hours	R	R
			TOTAL	R

4	**TRAVELLING COST** **Transport costs will be running cost per kilometre as well the travelling time from the core town as indicated to site.** **The formula to be used will be: A x B = C** A= Non-fixed Provisional kilometres/ hours B= Rate per kilometre/ hour C= Total Costs	**A**	**B**	**C**
4.1	Kilometres travelled from Core Town	5000 Km`s	R	R
	TOTAL			R

SHEDULE ONE	AMOUNT	
	R	C
1. Material		
2. Specialized services		
3. Labour rate		
4. Travelling cost		
TOTAL		
VAT (If Vat Vendor)		
GRAND TOTAL (To be transferred to DPW-07)		

NOTE: Failure to transfer the Grand total on this pricing schedule to the DPW-07 (Form of Offer) the quote will be deemed as non-responsive and will result to elimination

SIGNED: _____

NAME OF CONTRACTOR: _____

ADDRESS: _____

_____

public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

---

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

   _____

   (Project description as per Bid / Tender Document)

   Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

   in *his/her Capacity as: _____ *(Position in the Enterprise)*

   and who will sign as follows: _____

   be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
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9			
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16			

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19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must, where possible, be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise.*
3. *In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).*
4. *Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

   _____

   _____

   (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

   to the Department of Public Works in respect of the following project:

   _____

   _____

   (Project description as per Bid /Tender Document)

   Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

   in *his/her Capacity as: _____ *(Position in the Enterprise)*

   and who will sign as follows: _____

   be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____

   _____

   _____ (code)

PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
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12			
13			
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15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.*
3. *In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).*
4. *Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

_____

_____

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

_____

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____

_____

_____ (Postal code)_____

Postal Address: _____

_____

_____

_____(Postal code)_____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
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13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must be signed by <u>all</u> the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.*
3. *Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.*
4. *Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).*

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

Name of Tenderer ..... ☐ EME[1] ☐ QSE[2] ☐ Non EME/QSE (tick applicable box)

1. **LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.**

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

[1] EME: Exempted Micro Enterprise
[2] QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: 500H/038

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

1 The information and particulars contained in this Affidavit are true and correct in all respects;

2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;

4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;

5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	**Signature**	**Date**

public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **Preference Points System to be applied**

(*tick whichever is applicable*).

☒ The applicable preference point system for this tender is the **80/20** preference point system.

☐ The applicable preference point system for this tender is the **90/10** preference point system.

☐ Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 **Points for this tender shall be awarded for:**

1.3.1 Price; and

1.3.2 Specific Goals

1.4 **The maximum points for this tender are allocated as follows:**

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 **Breakdown Allocation of Specific Goals Points**

☒ **1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☐ **1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or

			• Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	owned by black women (mandatory)		
4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
OR			
5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company

State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

1.1 This Contract shall be valid for a period of **six (6) months** commencing from the date of receiving the order number. The contract will end/ be terminated when the period of six months lapse or Quotation amount is reached.

1.2 This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.

1.3 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days' written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

2. THE BID DOCUMENT

2.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be accepted.

3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

In the event of any dispute arising regarding this contract, the matter shall be referred to the Regional Manager, whose decision shall be final. The Bidder shall not delay the execution of any work pending such a decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.

3.1	Unit:	The unit of measurement for each item.
3.2	Quantity:	The provisional number of items.
3.3	Rate:	The agreed unit rate per item.
3.4	Amount:	The product of the quantity and the agreed rate for an item.
3.5	Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
3.6	Plant &Equipment:	Scaffolding, cherry picker trucks, earthmoving equipment etc
3.7	Call- out(assessment):	First visit to site after receiving a complaint and will include labour and all related cost assessing the job.
3.8	Client Department:	All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department"

4. APPLICABLE LEGISLATION AND STANDARDS

Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference.

The following documents shall be read in conjunction with this tender:

4.1.1 Occupational Health Safety Act: Act No. 85 of 1993.
4.1.2 Municipal By-laws and any special requirements of the Local Authority.
4.1.3 South African National Standards or the equivalent,
4.1.4 The latest Automatic Sprinkler Investigation Bureau Rules.
4.1.5 The Local Municipal Gas Regulations.
4.1.6 Conditions of Tender: Form PA 10 FM.
4.1.7 Tenderers Additional Particulars.
4.1.8 All Sections of, and Addenda to, the Specification.
4.1.9 Standard Specification for Kitchen Equipment (PW 351)
4.1.10 General Electrical Specification Parts A, B & C (PW 354)
4.1.11 Specification of Materials and Methods to be Used (PW371)
4.1.12 Standard Specification for Air Conditioning and Ventilation Installations (STS 1)
4.1.13 Standard Specification for Refrigeration Services (STS 2)
4.1.14 Standard Specification for Steam Boiler Installations (STS 3)
4.1.15 Standard Specification for Electrical Installations and Electrical Equipment Pertaining to Mechanical Services (STS 5)
4.1.16 Best industry practice to the appropriate and technical standards,
4.1.17 Requirements of the appropriate professional bodies or institutions, including guidance notes and codes of practice where applicable.

Copies of the said standard specifications (PW & STS documents) may be viewed or downloaded from the DPW website at www.publicworks.gov.za/documents/consultants

The Bidder shall study these documents and acquaint himself with the contents thereof, **BEFORE SUBMITTING THE BID DOCUMENT** as no claims in this regard will be entertained.

4.2 Normative References

This Standard aims to supplement the various existing codes, standards and methods available and to give guidance on how to comply with recognized codes, standards and methods. It does not intend to overrule any of these codes, standards or methods, nor does it intend to create new requirements.

This Standard is primarily based on SANS 10139:2007 - Fire Detection and Alarm Systems for Buildings – System Design, Installation and Servicing which shall form the basis of all FDS designs.

Where a standard comprises several parts all parts shall apply, where applicable.

Parties using this document shall apply the most recent edition of the documents referenced herein.

The following codes and standards are indispensable to using this document. All these documents are to be complied with in all respects, where applicable:

4.2.1 ISO 9001 Quality Management System
4.2.2 SANS 10400-T: The Application of the National Building Regulations – Fire Protection
4.2.3 SANS 10139 Fire Detection and Alarm Systems for Buildings – System Design, Installation and Servicing
4.2.4 SANS 50054 Fire Detection and Fire Alarm Systems (Adopted from BS EN 54)
4.2.5 SANS 10108 The Classification of Hazardous Locations and the Selection of Apparatus for Use in such Locations

4.3. Informative References

The following codes and standards are considered valuable as additional sources of information:

4.3.1 SANS 10400-A The Application of the National Building Regulations – General Principles and Requirements.

National Fire Protection Association

4.3.2 NFPA 15: Standard for Spray Fixed Systems

4.3.3 NFPA 850: Recommended Practice for Fire Protection for Electric Generating Plants and High Voltage Plants and High Voltage Direct Current Converter Stations

4.3.4 NFPA 72: National Fire Alarm and Signaling Code

Other

4.3.5 BFPA: Code of Practice for Design, Installation, Commissioning and Maintenance of Aspirating Smoke Detector (ASD) Systems

4.3.6 BS 7974: Application of Fire Safety Engineering Principles to the Design of Buildings

4.3.7 BS EN 50200: Method of Test for Resistance to Fire of Unprotected Small Cables for Use in Emergency Circuits

4.3.8 EN 54-18: Fire Detection and Alarm Systems Part 18: Input / Output Devices

5. BID EVALUATION

Refer to PA-03 EC in the bid documents.

6. PROVISIONAL QUANTITIES

All quantities in this Bid document are provisional and inserted to obtain competitive Bids. The Department reserves the right to increase or decrease quantities during the progress of the contract, and such increases or decreases shall not alter the tariffs for any item. Payment shall be as set out in clauses herein.

7. SCOPE OF CONTRACT

7.1 This contract is for the maintenance/repairs as per schedule 1 as mentioned on in properties, namely official quarters, living quarters and messes in military, correctional

services and police bases, Prestige, state buildings, state housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.

7.2 The Department of Public Works reserves the right to enter new contracts for major Repairs and Renovations; Capital Works or any other maintenance or repair works in any complex or building covered in this contract. The work included in such new contracts will automatically be excluded from the contract.

7.3 The Department will not appoint the same service provider for more than one area per discipline. The Department will appoint the same service provider for more than one area per discipline only where there is a shortfall in successful bidders in that area and within the estimated price range of the area tendered for. This will be done in the interest of distributing work among more service providers.

7.4 The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus, the successful tenderer does not have the right to all projects/works/orders in the region it bided for.

7.5.1 All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded 1(one) area, that is if the Department sees no risks that may affect service delivery.

7.5.2 The Department reserves the right to negotiate the price with the successful bidder. Where a bid price appears to be abnormally low in relation to the scope of work, the department reserves the right to request written clarification and a detailed cost breakdown from the bidder. The Department may, after due consideration of the explanation, the bidder's financial viability, operational capability, and the risk of non-performance, reject the bid if it is determined that the bidder will not be able to perform the contract satisfactorily without material risk to the department. Any such decision shall be properly motivated, documented, and taken in accordance with applicable legislation and National Treasury prescripts.

7.6 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

7.7.1 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc. necessary for the proper performance of the repairs.

7.8 Where repairs are required to specialized items of equipment the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he shall apply to the Department for written approval before he makes use of their services.

8. VALUE ADDED TAX

All rates and prices entered in this tender document must be Nett, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

9. RATES AND PRICES

9.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur because of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper execution of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

9.2 The Department may choose to exclude certain items from the contract, if according to the judgment of the Department an item is priced much higher than the market-related prices.

9.3 Term contract rates shall remain fixed for the duration of the Term Contract.

9.4 The prices in the Schedule of Prices are for the supply of items/materials only. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

9.5 There are no P&Gs, escalation or variation orders as this is applicable under Projects.

9.6 This is purely a maintenance term contract valid for 6 months only.

9.7 This is day-to-day maintenance contract (the bidder will be given a work instruction on an "as and when basis") the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the 6 months may not be equal to the final bid offer.

9.7.1 National Department of Public Works Regional Office Cape Town cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.

9.7.2 The text of this BID document and other documents as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder shall be accepted.

9.8 The Department may request the bidder to adjust his/her rates in cases where rates are non-market related, nominal and nil or unbalanced.

9.8.1 The department reserves the right to disqualify bid offers which incorporate unit rates that are nominal and nil or unbalanced. All items to be priced in the price schedules and to be of a competitive price.

10. VEHICLES AND TRANSPORT COSTS

10.1 The recommended types of vehicles to be used for this service are specified in the table below.

Category B:	Light Delivery Vehicles Single Cab 4x2 Extended Cab 4x2

10.2 Transport cost will be calculated from the District's Main Municipal Office (in the core town) to the site specified. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions carried out on the same day or at the same institution or building in the same area be allowed.

10.3 The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the repairs, therefore no claims for delivery cost or transport cost to collect material or equipment shall be accepted.

10.4 **Prescribed rate per kilometer:** The rate per kilometer is fixed by the Minister of Finance and currently is R4.76 per kilometer from as from 1 March 2025 (https://www.sars.gov.za/wp-content/uploads/Ops/Guides/PAYE-GEN-01-G03-Guide-for-Employers-in-respect-of-Allowances-External-Guide.pdf).
Note: The Department will not accept transport rates per kilometer less than R4.76 per kilometer.

11. ACCESS TO PREMISES

The Bidder undertakes to:

11.1 Arrange with the occupants of buildings regarding access to the premises to execute the required repairs.

11.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.

11.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

11.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.

11.5 Comply with all By-laws and requirements of the Local Authority.

11.6 Carry out repairs during normal working hours and emergency repairs during weekend and public holidays when required.

12. ACCESS CARDS TO SECURITY AREAS

12.1 Should the work fall within a security area, the Bidder shall obtain, either from the S.A. National Defence Force, S.A. Police or User Department, access cards for his personnel and employees who work within such an area.

12.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, Correctional Services, S.A. Police Service, Prestige or Ministerial complexes.

13. SECURITY CHECK ON PERSONNEL

13.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the S.A. Police Service may require the Bidder to have his personnel or a certain number of them security classified.

13.2 In the event of either the Department, the Chief of S.A. National Defence Force or the Commissioner of the S.A. Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

14. TRAINED STAFF

14.1 The Bidder shall use competent trained staff directly employed and supervised by himself.

14.2 Bidders shall satisfy the Department in all respects that their Artisans/Technicians are suitably qualified to carry out the specified repairs covered by this contract.

Certified copies of all qualifications, signed by a Commissioner of Oaths and not older than six (6) months, must be attached to this document.

Bidder must submit valid copies of SAQCC Fire registration cards of two (2) x SAQCC fire technicians. All qualifications and copies of IDs of technicians must be certified and attached to this document and must not be older than 6 months be submitted with the bid document.

Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. (Because the Client is a National Key Point, it is for this reason that foreigners will not have access to the facility.

14.3 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department.

15. DRESS CODE

The following dress code must be always adhered to by all workers:

15.1 Workers must have a COMPANY WORK SUIT with the company logo on it.

15.2 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.

15.3 The dress code must adhere to the OHSACT in terms of protection for all workers for this service.

15.4 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this service

16. MATERIAL OF EQUAL QUALITY

16.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department, and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.

16.2 Parts will be installed and connected to the supplier's specification. Where original spares are no longer available, it shall be brought to the attention of the Department, together with a proposal for the replacement or modification of the item to insure continued serviceability.

16.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract as well as workmanship shall be guaranteed for a period of at least 6 months.

16.4 The serial numbers of original and new components such as MV/LV Breakers etc., shall be entered on job cards and invoices submitted for payment.

16.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

17. REDUNDANT MATERIAL, RUBBISH AND WASTE

All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.

18. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect invoices,

and any references listed in the National Treasury Regulations.

19. EXECUTION OF REPAIRS

19.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a technical report with an estimate of the cost of the work concerned to the

Regional Representative and on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos to give an indication of the repairs required and include a motivation for replacement of parts.

19.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers' invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.

19.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.

19.4 If the Contractor fails to respond within the time limits as stated in response times, the Department reserve the right to impose the penalties for non-performance stated in clause 41 of this contract.

19.5 **The contractor shall complete all the service/repairs within the space of three (3) working days, in the event where the contractor require more than three days approval must be obtained from the works manager in writing before commencing with the repairs. In case where the contractor proceeds with the repairs for more than three days without approval, The Department will only consider the first three days (job cards) for payment.**

19.4.1 NOTE: RESPONSE TIME:

The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with clause 23 of this contract.

20. MANAGEMENT AND EXECUTION OF WORK

20.1 Arrange with the occupants of buildings regarding access to the premises to execute the required service.

20.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site.

20.3 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

20.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.

20.5 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including weekends and public holidays.

20.6 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.

20.7 Make suitable arrangements regarding the signing of job cards / forms with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.

20.8 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.

20.9 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.

20.10 All maintenance and repairs shall be executed by competent personnel in the most timesaving and effective manner possible. The Contractor shall always have adequate resources available to perform all functions required of him. Resources shall include labour, specialist expertise, tools, test equipment, consumable material, spare parts, operation and maintenance manuals, drawings, and other documentation to keep down-time to an absolute minimum. Faulty items must be repaired immediately and returned to the Contractor's stock holding. All tools and equipment required to perform repairs, and maintenance shall be supplied by the Contractor and shall remain his property when the contract lapses.

20.11 Sub-contracting.

1. Only specialized services to be sub-contracted.
2. The bidder shall not sub-contract any portion of the services to be performed under this Agreement without the prior written approval of the Department. No such sub-contractor shall relieve the bidder from its obligations and liabilities under this Agreement, nor shall any sub-contract obligate direct payment from the Department.
3. The bidder shall invoice the Department immediately once the sub-contractor has completed work.
4. The bidder shall pay the sub-contractor within 3 days after receipt of payment from the Department unless otherwise agreed upon between the bidder and sub-contractor.
5. All sub-contractor invoices supplied by bidder shall be fully descriptive of materials used, specifications, work performed, labour rates and hours worked. The sub-contractor's rates shall be marketed related.
6. The bidder shall remain the primary debtor and be responsible for the due and timely performance by any sub-contractor.

21. FORCE MAJEURE

" Force Majeure" shall mean any circumstances not within the reasonable control of either party, including but not limited to Acts of God, inclement weather, flood, lightning,

fire, industrial action, lockouts, highways authorities, or other competent authority, act

of terrorism, war, military operations or riot. If the bidder is hindered or prevented from performing his obligations under the contract by Force Majeure, such party shall not be liable for failure to perform such obligations, provided that:
The bidder shall immediately give written notice to the Department of Public Works Regional Manager/ Regional Facilities manager of the reason for the fault or delay and a plan to recover for lost time to perform the required service as soon as is practicable.

Upon cessation of the event of Force Majeure, the bidder shall notify the Department of the cessation and recommences its contractual obligations as soon as practicable.

If because of Force Majeure the performance by the bidder of his obligations under the contract is only partially affected, the bidder shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure.

22. OFFICIAL INSTRUCTION FOR REPAIRS

22.1 An official instruction for each repair shall be issued to the Bidder. *The Bidder may not accept any instruction from the User Department and/or its employer or enter into any negotiations with the User Department in regard to any work to be done.*

22.2 Instructions for repairs may only be issued to Bidders by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.

22.3 No payments shall be made for work executed without the necessary written authority.

22.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.

22.5 *The contactor may not proceed with any new repairs unless all invoices pertaining to prior work done to, or in respect of, the same facility/installation/machinery/equipment/ component have been duly submitted to the Department for payment.*

23. EMERGENCY REPAIRS

23.1 For purposes of this Bid document emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.

23.2 Emergency repairs after hours may be executed with only receipt of an official complaint (ID) number and only on the telephonic instruction of the Control Works Manager of this Department.

23.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.

23.4 Only breakdowns which affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorised as such by the Regional Representative of this Department.

24. JOB CARDS ("M" FORMS) FOR REPAIRS

24.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.

24.2 Job Cards shall be completed in all respects for each repair work.
Complete a separate job card for every day the service is rendered. Job cards will indicate "job still in progress" and the final job card will indicate "job completed".

24.3 The Job Card must be completed legibly in black ink after completion of each repair. All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.

24.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.

24.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.

24.6 Failure to comply with the above could delay payment.

24.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card. (No job card will be accepted should the above not be completed)

24.8 No Photocopied Job Cards will be accepted under any circumstances with invoicing.

24.9 Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract

24.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.

24.11 **NOTE:** All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.

25. SUBMISSION OF SUPPLIER'S INVOICES (NON-SCHEDULED REPAIRS)

25.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.

25.2 Descriptions like "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.

25.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.

25.4 The supplier's invoice must comply with the following criteria, which will be deemed acceptable to the Department.

25.4.1 Must be on a Company Letter Head.

25.4.2 The words 'tax invoice' in a prominent place.

25.4.3 The name, address and registration number of the supplier.

25.4.4 The name and address of the recipient.

25.4.5 An individual serialized invoice number and the date upon which the tax invoice is issued; (the invoice number must be the Departmental reference number – this will be explained upon award of the bid).

25.4.6 Description of the goods or services supplied.

25.4.7 The quantity or volume of the goods or services supplied.

25.4.8 Either-

i) The value of the supply, the amount of tax charged and the consideration for the supply; or

ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE

25.5 Prices must be clear with no corrections; no tippex must be used on any documentation.

25.6 The supplier's address and contact details must be clear and current (contactable)

25.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.

25.8 Failure to comply with the above will result in non-payment or a delay to this Payment.

25.9 The Department has the right to scrutinize all supplier`s invoices. Prices for items supplied and services rendered shall be market related.

26. INVOICES FROM BIDDER

26.1 Invoices for services rendered, must be accompanied by Job Cards, official instruction and suppliers' invoices for non-scheduled items claimed for. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original tender document by means of the page and item numbers e.g. 2/26 (page 2, item 26

26.2 The following information is required on the layout of an invoice:

26.2.1 Invoice must be on company`s letterhead.

26.2.2 Invoice must be addressed to DPW.

26.2.3 Invoice must have invoice date and number.

26.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company`s VAT registration number must appear on invoice.

26.2.5 Invoice must indicate, (address) where service was rendered.

26.2.6 All invoices submitted by the Service Providers, must include the system generated call ID as DPWI reference, together with the order number

26.2.7 Full description of work been carried out.

26.2.8 The name and email address of the respective Works Manager handling the specific service.

26.3 Services to equipment:

26.3.1 Services can be cancelled at the Department's discretion.

26.3.2 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.

26.3.3 Services completed without call centre complaint will not be paid by the Department

26.3.4 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.

26.3.5 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.

26.3.6 When the bidder has done a service to any equipment, he/she shall indicate on the invoice **"SERVICE"** in bold and larger font or highlighted.

27. PAYMENT TO CONTRACTORS

27.1 The Contractor shall submit a detailed invoice to the DPWI, within thirty (30) calendar days following the completion of the work or the delivery of services. The invoice must include all necessary documentation, including but not limited to, itemised costs, proof of completion, and any other required supporting documents.

Failure to submit an invoice within the aforementioned period shall result in a forfeiture of the right to receive payment for the completed work or services. The DPWI shall

have no obligation to make any payments for work completed or services rendered if the invoice is not submitted within the specified 30-day period.

27.2 Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.

27.3 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder`s overall performance.

27.4 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.

27.5. **NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.**

27.6 The successful bidder's administration must be in order.
This implies that all the outstanding invoices for work done for the Department must be submitted before the awarding of the contract.
Failure to do so may lead to not being awarded a contract

27.9 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT, or other moneys required to be paid in terms of any applicable fiscal provision

28. PROFIT ON MATERIAL

Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. The mark-up ceiling shall not exceed 20%.

29. HOURS OF WORK

The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department.

30. EXECUTION OF WORK BY OTHERS

Although this tender includes day-to-day repairs to all Government Buildings under the jurisdiction of this Department, the respective User Departments, who are responsible for minor repairs, reserve the right to carry out such minor repairs by others.

31. MARKING OF EQUIPMENT

The Bidder shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique, issued by the Department and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

32. SUBMISSION OF PROGRESS REPORTS

The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the

respective works managers on a weekly basis. The progress report shall be submitted

in the format as indicated below:

ID NUMBER	CURRENT STATUS (IN PROGRESS OR COMPLETED)	DATE COMPLETED OR ESTIMATED COMPLETION DATE	INVOICE AMOUNT OR ESTIMATED AMOUNT	COMMENTS

33. IMPORTANT NOTICE IN TERMS OF THE OHS ACT

To correctly evaluate and reconcile this tender document in terms of the Construction Regulations for submission purposes, you are advised to obtain a copy of the following documents.

a) Health and Safety Specification
b) Occupational Health and Safety Act, 1993 (ACT 85 of 1993)

34. TRAINING OF OPERATION STAFF

The bidder shall provide training (if required and when necessary) in operational staff/personnel of the client Department for them to acquaint themselves with the operation of the systems. This also includes a set of operating instructions, which should be mounted in the control rooms in the building, and which should be in a location and of a quality approved by the Regional Representative.

35. DISCLAIMER/EXIT CLAUSE

35.1 Should the appointed contractor not perform or default on service delivery within the first month the department reserves the right to terminate the contract and recover the difference in price between the contractor in default and the next contractor recommended continuing with the contract, (where applicable).

35.2 IN THE ABSENCE OF DOCUMENTS APPLICABLE TO THIS CONTRACT, THE SERVICE PROVIDER IS REQUIRED TO USE THE SANS (South African National Standards) DOCUMENTATION, OHS ACT AND ANY OTHER APPLICABLE STANDARDS.

36. CALL CENTER

The Department has a call centre in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contract in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

37. EQUIPMENT AND ENVIRONMENT

37.1 All equipment and components installed shall be new, of high quality, the most recent

models and suitable for the application. Special attention shall be given to the availability of spare parts and support for at least 5 years

37.2 Ensure that all components are properly protected against possible environmental conditions and tampering.
37.3 Waterproof, anti-dust protection for controls and electronic equipment
37.4 All galvanizing shall be heavy, hot dipped galvanizing suitable for high corrosive areas. Painting and finishes shall also be suitable for high corrosive areas.
37.5 All screws, bolts, supports and other components shall be galvanized, stainless steel or shall be protected by another suitable method against the corrosive environment.

38. EARTHING, BONDING AND LIGHTNING PROTECTION

38.1 The Contractor will be responsible for all earthing and bonding of the equipment supplied under this contract.
38.2 The earthing and bonding of equipment is to be carried out strictly as described in the standard specifications and to the satisfaction of the Department.
38.3 All equipment must be guaranteed against lightning damage.

39. DISCLAIMER.

Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of all aspects of the bid. The Department will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.

40. BIDDER FINANCIAL STANDING

The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.

41. THE CATEGORIES OF UNSCHEDULED MAINTENANCE AND THE RESPONSE TIMES ARE: BUT LIMITED TO.

Type of Call	Response Time	Penalties for non-performance
Emergency incident	24 Hours	Termination of Contract, Bidder will be liable for damages and losses incurred because of non-performance.
Urgent incident	15 Days	Suspension of work for 30 days. Bidder will be liable for damages and losses incurred because of non-performance.
Normal incident	30 Days	Suspension of work for 15 days. Bidder will be liable for damages and losses incurred because of non-performance.

ANNEXTURE 1 – RESPONSE AND TURNAROUND TIMES

ALERT STATUS AND PRIORITY LEVELS

	Purple	1	High priority and escalation required
	Red	2	Urgent priority
	Amber	3	Medium priority
	Green	4	Low priority
	Blue	5	No Incident / No action required

TABLE 1- FACILITIES	PRIORITY	RESPONSE TIME	RESOLUTION TIME
COURTS	2	2 hours	8 hours
CORRECTIONAL SERVICES	2	8 hours	24 hours
SOUTH AFRICAN POLICE SERVICES	3	8 hours	24 hours
HOSPITALS, PHARMACIES, SICK BAYS AND RATION STORES	1	2 hours	4 hours
GOVERNMENT OFFICES	3	2 hours	8 hours
PRESTIGE BUILDINGS AND MUSEUMS	1	2 hours	4 hours

Table 1 above indicates the total response and resolution times allowable for maintenance workflows. If these performance requirements are not met, penalties may be applied to service providers

Response time is defined as the time the service provider takes to report on site, from when he/she has been notified of the need for maintenance work. This only applies to reactive and emergency maintenance alerts.

The service provider's priority from arrival on site is to ensure that the component does not endanger any people on site. Following that, the necessary precautions should be taken to ensure that the equipment is closed off, with sufficient and appropriate space for the service provider to conduct the necessary maintenance work.

Resolution Time is the time the service provider must restore the equipment to safe and optimal working conditions. The system time measurement will only cease once the workflow has been closed by a call Centre supervisor at a regional or national operations Center. The work must also have been inspected and approved, before the supervisor can close a work order on the Archibus system.

ANNEXURE 2: AREAS COVERED IN THIS CONTRACT

Cape Winelands – Core Town: Worcester

Porterville,

Ashton,

Bonnievale,

Ceres,

De Doorns,

Gouda,

McGregor,

Montagu,

Op-Die-Berg,

Prince Alfred Hamlet,

Rawsonville,

Robertson,

Saron,

Touws River,

Tulbagh,

Wolseley,

Worcester and others

ANNEXURE 3: SCOPE OF WORK

SCOPE OF WORK

This contract is for the Service, Maintenance and Repairs of Fire Detection, Protection and Suppression Systems and Security Systems and Associated Equipment during normal working hours within area mentioned elsewhere.

The Equipment included in this contract comprise at least the following:

1. Valves
2. Solenoid valves
3. Piping and hangers
4. Halon and CO2 nozzles
5. Odorizes
6. Halon and CO2 zone status units
7. Smoke and fire doors and locking mechanisms
8. Ionization detectors
9. Heat Detectors
10. Alarm bells
11. Alarm sirens
12. Break glass units
13. Temperature sensors
14. Humidity sensors
15. Microprocessor controlled interface units
16. Integrated computer system
17. Fire control panels
18. Battery chargers and sealed lead/acid batteries
19. UPS (Uninterrupted Power Supply)
20. Fixed halon and CO2 system
21. Fire detection systems
22. Evacuation systems
23. Technical alarms
24. Breathing apparatus sets
25. Security equipment
26. Motion detectors
27. C.C.T.V. system
28. Radio/telephone links to Fire Stations
29. Fire telephones
30. All wiring
31. Components, sensors and input/output devices connected to the above-mentioned systems

Service/Maintenance/Repairs shall be carried out only upon the contractor receiving instructions to do so in the manner as described in the Special Conditions of Contract. The Department may, when necessary, utilize the contractor for other engineering-related work that falls outside the above-mentioned scope.

All makes, types and sizes of Fire Detection, Protection and Suppression Systems and Security Systems equipment form part of this contract.

All associated electrical work form part of this contract.

The contractor shall be capable of affecting the necessary repairs and overhauling to the above-mentioned types.

The repairs and scope contained within this tender document is to be carried out by the bidder himself. Specialist sub-contracting is only allowed on the controls/automation such as PLC's and rigging works.

All equipment and materials offered shall be locally supported by original equipment manufacturers (OEM) or their officially appointed agents to ensure proper support and service.

By virtue of the DEOL (Department of Employment and Labour) mandate to SAQCC, any person designing, installing, commissioning or maintaining Fire Detection Systems needs to be registered with SAQCC according to SAQCC rules and levels.

FACILITIES MANAGEMENT

CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

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1. DEFINITIONS

1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

1.1.1. "Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.

1.1.2. "Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;

1.1.3. "Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;

1.1.4. "Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;

1.1.5. "Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;

1.1.6. "Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;

1.1.7. "Contract Period" is from Commencement Date for the period stated in the Contract Data;

1.1.8. "Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;

1.1.9. "Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;

1.1.10. "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;

1.1.11. "Day" means a calendar day;

1.1.12. "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;

1.1.13. "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;

1.1.14. "Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;

1.1.15. "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;

1.1.16. "Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;

1.1.17. "Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

1.1.18. "Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;

1.1.19. "Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;

1.1.20. "Parties" means the Employer and the Service Provider;

1.1.21. "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;

1.1.22. "Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;

1.1.23. "Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;

1.1.24. "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;

1.1.25. "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;

1.1.26. "Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;

1.1.27. "Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

2. INTERPRETATION

2.1. In this Contract, except where the context otherwise requires:

2.1.1 The masculine includes the feminine and the neuter, vice versa;

2.1.2 The singular includes the plural; and vice versa

2.1.3 Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.

2.2. The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.

2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.

2.4. The various parts of the Contract are severable and may be interpreted as such.

2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.

2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

3. DURATION

3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.

3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.

3.3. The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

4.1. The Employer shall give access to or supply the Service Provider with:

4.1.1 All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and

4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.

5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.

5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.

5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.

5.5. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.

5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.

5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.

5.8. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.

5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.

6. SERVICE MANAGER

6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.

6.2. The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.

6.3. Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.

6.4. The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.

7. SECURITY

7.1. The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.

7.2. Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).

8. SECURITY CLEARANCE

8.1. In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.

8.2. It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.

9. CONFIDENTIALITY

9.1. The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:

9.1.1 the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof , either in whole or in part; and/or

9.2.1 the Employer shall be entitled to cancel the Contract

9.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:

9.2.1 employees, officers and directors of the Service Provider; and

9.2.2 any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.

9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.

9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.

10. AMBIGUITY IN DOCUMENTS

10.1. The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.

11. INSURANCES

11.1. It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.

12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES

12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).

12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data

12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.

12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.

12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

13. PROGRAMME

13.1. The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.

13.2. The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.

13.3. A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.

13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.

~~14. SUBCONTRACTING~~ NOT APPLICABLE

~~14.1. The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.~~

~~14.2. Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.~~

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15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

15.1. The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.

15.2. The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.

16. COMPLIANCE WITH LEGISLATION

16.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.

16.2. All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.

16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.

16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.

16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.

16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.

17. REPORTING OF INCIDENTS

17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.

17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.

17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.

17.4. The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.

17.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible

18. NUISANCE

18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.

18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

19.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.

19.2. The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.

19.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.

19.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices

19.5. Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

20. URGENT WORK

20.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.

20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.

20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.

20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

21. INDEMNIFICATIONS

21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:

21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;

21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;

21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.

21.2. The Employer accepts liability for all acts or omissions of its employees, agents or representatives.

22. VARIATIONS

22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.

22.2. No variation by the Employer of whatever nature shall vitiate the Contract.

22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.

22.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.

22.5. Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

22.6. If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.

22.7. The Additional Services will be valued at the rates in the Pricing Data.

23. IDENTIFIED PROJECTS

23.1. The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.

23.2. The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.

23.3. Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

23.4. If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.

23.5 In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

(a) describe the services/works required to be executed by the Service Provider under the Identified Project;

(b) state the due commencement and completion dates of the relevant Identified Project;

(c) state the total cost of the relevant Identified Project as agreed to between the Parties; and

(d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6 Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.

23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.

23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.

23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.

23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.

23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

V = Delays due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded.

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.

X = 20, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc – Nn) calendar days, where Nc = number of days calendar days in the month under consideration

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.

The factor (Rw – Rn) ÷ X shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.

23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.

23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. SUSPENSION OF THE SERVICES

24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.

24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

25. PENALTY FOR NON-PERFORMANCE

25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,

25.1.1 delays in performing any of the Services;

25.1.2 fails to perform any of the Services;

25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.

25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.

25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.

26. PAYMENTS

26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.

26.2 The Service Provider shall submit a monthly certificate taking into account the following:

26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;

26.2.2 adjustments in terms of the pricing data;

26.2.3 additional work rendered by the Service Provider;

26.2.4 CPAP adjustment where stated in the Contract Data; and

26.2.5 VAT. Vat will be indicated separately in all documents.

26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)

26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.

26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:

(1) deductions for penalties;

(2) deductions for overpayments;

(3) deductions for retention

(4) deductions for damages.

26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.

26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.

26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.

26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.

26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.

26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.

26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

27. RELEASE OF SECURITY

27.1 If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.

27.2 If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:

27.2.1 annually in equal portions, subject to 27.2.2 and 27.2.3;

27.2.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.2.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

27.3 If the form of security selected is:

(a) a retention of 2.5% of the Contract Sum (excl. VAT); or
(b) a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),

then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:

27.3.1 annually in equal portions, subject to 27.3.2 and 27.3.3;

27.3.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.3.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

28. OVERPAYMENTS

28.1 If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

29. COMPLETION

28.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.

29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.

29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:

29.3.1 The Guarantee shall be returned, if applicable.

29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

30. ASSIGNMENT

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

31. INDULGENCES

31.2 No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

32.6 All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

33. BREACH OF CONTRACT

33.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non- compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:

33.1.1 Enforce strict compliance with the terms and conditions of the Contract;

33.1.2 To terminate this Contract without prejudice to any other rights it may have;

33.1.3 To suspend further payments to the Service Provider;

33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.

33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.

33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:

33.3.1 enforce strict compliance with the terms and conditions of the Contract; or

33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.

34. STOPPAGE AND/OR TERMINATION OF CONTRACT

34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.

34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:

34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;

34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;

34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;

34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;

34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or

34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;

34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.

34.4 Further, the Contract shall be considered as having been terminated:

34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or

34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.

34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:

34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.

34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.

34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

35. DISPUTE RESOLUTION

35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.

35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.

35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.

35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.

35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.

35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.

35.7 If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.

35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.

35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.

35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

36. GENERAL

36.1 This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.

36.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

37. *DOMICILIUM CITANDI ET EXECUTANDI*

37.1 The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parities in the Contract Data.

37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.

37.3 Any notice in terms of the conditions of the Agreement must either be:

37.3.1 delivered by hand during normal business hours of the recipient; or

37.3.2 sent by prepaid registered post to the address chosen by the addressee.

37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:

37.4.1 if hand-delivered on the date of delivery;

37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.

37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.

37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.